

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603



SCOPE OF WORK PROVISIONS

FOR

LABORER

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN,
HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA,
MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO,
SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA,
SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE,
YOLO, AND YUBA COUNTIES.

23-1027

LABORERS' MASTER LABOR AGREEMENT

2010 - 2012

THIS AGREEMENT, made and entered into this 1st day of July 2010, and effective the 1st day of July, 2010 through June 30, 2012, by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC., herein after referred to as COLLECTIVE BARGAINING REPRESENTATIVE OF EMPLOYER, and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS OF THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, hereinafter referred to as UNION, modifying, amending and changing the Agreement made and entered into the 17th day of May, 1951, as modified by the Agreements dated June 4, 1952; July 14, 1953; April 13, 1954; April 12, 1955; April 30, 1956; April 19, 1957; June 30, 1959; July 28, 1961; June 27, 1962; July 1, 1965; June 16, 1968; June 16, 1971; July 2, 1974; May 10, 1977; April 30, 1980; January 18, 1983; March 5, 1986; November 21, 1988; May 17, 1992; June 14, 1996; May 5, 1999; October 22, 2001 and April 21, 2006 by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC. and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS of the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA.

RECEIVED
Department of Industrial Relations

WITNESSETH:

FEB - 2 2011

Section 1 General Provisions

Div. of Labor Statistics & Research
Chief's Office

A. Definitions

- (1)(a) The term "Employer" shall refer to the Associated General Contractors of California, Inc.
- (b) The term "Individual Employer" shall mean (1) an employer who has authorized the Association (Employer) to represent said Individual Employer with respect to collective bargaining with the Union; or (2) is bound to the terms and conditions of this Agreement under the subcontracting requirements of this Agreement; or (3) directly signs this Agreement with the Union as an Independent or Non-Association Member. The Employer agrees to provide the Union with a current list of Individual Employers it has authority to represent.
- (2) The term "Union" shall refer to the Northern California District Council of Laborers.
- (3) This Agreement shall apply to any employee who performs work falling within the presently recognized jurisdiction of those Local Unions of the Laborers' International Union of North America affiliated with the Northern California District Council of Laborers; except that this Agreement shall not apply to superintendents, assistant superintendents, general foremen, civil engineers and their helpers, timekeepers, messenger persons, confidential employees and office help.
- (4) This Agreement shall apply to Northern California, which term means that portion of the State of California above the Northerly boundary of Kern County, the Northerly boundary of San Luis Obispo County, and the Westerly boundaries of Inyo and Mono Counties, which includes the following counties: Alameda, Alpine, Amador,



Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

B. Coverage and Description of Laborers' Work Covered by this Agreement.

- (1) This Agreement shall cover all work coming within the recognized jurisdiction of the Laborers' International Union of North America.
- (2) Subject to the preceding paragraph and subject also to the provisions of Section 14 of this Agreement, it is agreed that Laborers' work shall include but not be limited to: All Laborers' work necessary to tend the carpenters and other building trades craftsmen, stripping of concrete forms, handling and raising of slip forms, sewer cleaners, gardening, horticulture, landscaping, trackmen (construction, maintenance, repair), all cleanup of debris, grounds and buildings, steam cleaning and all General Laborers' work. In accordance with Green Book Decision dated August 2, 1920 December 11, 1924, the loading and unloading, carrying and handling of all rods and materials for use in reinforcing concrete construction shall be done by Laborers under the supervision of such person as the Employer may designate. The hoisting of rods shall be done by Laborers, except when a derrick or outrigger operated by other than hand power is used.

All Laborers' work in connection with excavation for building and all other construction, including digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing and bracing of foundations, holes, caissons and cofferdams, manning, setting and moving all manually movable pumps. (This does not restrict the Laborers from performing other work.)

All Laborers' work in connection with concrete work, including chipping and grinding, sandblasting, mixing, handling, shoveling, conveying, pouring, concrete pumps and similar type machines, grout pumps, nozzlemen (including gunmen and potmen), vibrating, guniting and otherwise applying concrete, whether done by hand or any other process, and wrecking, stripping, dismantling and handling concrete forms and false work, including tending of plasterers and brick and block layers.

All Laborers' work in the excavation, grading, preparation concreting, asphalt and mastic paving, paving, ramming, curbing, flagging and laying of other stone materials, and surfacing of streets, ways, courts, underpasses, overpasses and bridges.

All work in connection with the operation of spreader boxes, such as True Lay, Rola Pavers and Laytons or similar type models, including but not limited to all shoveling and shifting material and cleaning of boxes, shall be the work of the Laborers. All Laborers' work in connection with the cutting of streets and ways for all purposes, including aligning by any method, digging of trenches, manholes, etc., handling and

conveying of all materials for same; concreting of same; and the backfilling, grading and resurfacing of same.

All Laborers' work in connection with the construction of caissons, cofferdams, subways (except as covered by Master Tunnel Agreement), aqueducts, water lines, culverts, flood controls, airports, drains and sewers, and any type of conduit, no joint pipe, including the cribbing, lagging, bracing, sheeting, checking grade for pipelaying, trench jacking and handling of lagging hammers on all open trenches and ditches. All Laborers' work in connection with shoring, underpinning including cutting, fitting, placing and raising of all structures.

All Laborers' work in connection with drilling, all work of loading, placing and blasting of all powder and explosives of whatever type regardless of the method used for such loading and placing.

All signaling and rigging in connection with Laborers' work.

All Laborers' work in connection with the wrecking of buildings and other structures.

All Laborers' work in connection with the slinging, handling and placing of all rip rap, rock and stone on highways, jetties, retaining walls or wherever used.

All wrecking work on construction and/or razing sites: all Laborers' work on pre casting or prefabrication at the construction project site or at a precast or prefabrication yard specifically established and operated for that one particular construction job.

All work in connection with the operation of such equipment that is necessary and incidental to carry out the work of the Laborer.

All Laborers' work in connection with Trenchless Technology, including pipe installation, bursting, relining or similar trenchless laborer work.

All Laborers' work in connection with Dry Utilities including electrical, and telecommunication conduit layer, joint utility trench laborer including gas.

All Laborers' work in connection with Remediation/Land Restoration, including wetlands restoration, mitigation, or re-vegetation of lands, (ornamental landscape is not included in this classification).

- (3) All classifications listed in Supplement No. 1 of this Agreement which are not listed under this Section shall be included in the coverage and description of Laborers' work just as though incorporated in full in this Section.
- (4) Should an Individual Employer signatory to this Agreement subcontract the masonry or plastering portion of a project, said contract shall specify that the work to be performed shall be done under the terms and conditions of the current Masonry and/or Plaster Tender Agreement that has been negotiated by the Northern California District Council of Laborers or its affiliates, which is in effect in the territory in which the work is performed. However, Masonry work which is incidental to the work of the Individual Employer may be performed under the terms and conditions of this Agreement.
- (5) Any Individual Employer not signatory to both the Tunnel and Laborers' Master Agreement shall agree that whenever work is performed which is covered by the terms of the Laborers' Master Tunnel Agreement for the forty-six (46) Northern California Counties, the provisions of that Agreement shall be fully applicable to and binding upon the Individual Employer.

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Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

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San Francisco, CA 94142-0603



March 4, 2011

**IMPORTANT NOTICE
TO AWARDING BODIES, CD RECIPIENTS AND OTHER INTERESTED PARTIES
REGARDING THE ADDENDUM TO THE SCOPE OF WORK PROVISIONS
IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS**

The attached addendum to the scope of work provisions between Laborers' Local Union 324 and Plumbers and Steamfitters Local 159 is applicable to work performed only in Contra Costa County.

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Department of Industrial Relations

APR 16 2009

Office of Labor Analytics & Research
ARAM HODESS Office
Business Manager

**UNITED ASSOCIATION
LOCAL UNION 159**

Comprised of
Plumbers, Steamfitters & Refrigeration
Journeyman & Apprentices

THOMAS LAWSON
President

ROBERT SEWELL
Fin. Sec. Treas.

**Agreement on Prevailing Area Practice in Contra Costa County
between
Laborers' Local Union 324
and
Plumbers and Steamfitters Local 159**

This Agreement clarifies the prevailing area practice in Contra Costa County regarding the construction of water treatment plants, wastewater (i.e. sewage) treatment plants and water reclamation plants and all water, wastewater and reclaimed-water pumping stations for work performed both inside and outside of buildings within the boundaries of such facilities.

- 1) The prevailing practice in Contra Costa County is to pay the Laborers' prevailing rate of per diem wages for the unloading, distribution, fabrication, installation, and testing of:
 - (a) all surface and storm drain piping;
 - (b) raw sewage, raw water and reclaimed water, infall, outfall and bypass feed lines;
 - (c) all cribbing and shoring, breaking of concrete, pipe wrapping, digging, backfilling, tamping, resurfacing and paving of all ditches;
 - (d) placing of all concrete and grout and drypack or epoxy;
 - (e) all manholes, catch basins and surface water area drains;
 - (f) fire blanket and fire watch; and
 - (g) coating, wrapping and holiday detection above and below grade.

The area practice in Contra Costa County has been and continues to be to have the work outlined in 1(a) – 1(g) performed by workers paid the prevailing wage for Laborers.

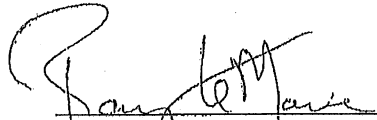
- 2) The prevailing practice in Contra Costa County is to pay the Plumber/Pipefitter prevailing rate of per diem wages for the unloading, distribution, fabrication, installation and testing of:
 - a) all plumbing to the point of connection five feet outside of the building or structure;
 - b) all process piping and tubing (including process water and process wastewater piping) along with all valves, hangers and supports for these systems;
 - c) all vacuum, gas, chemical, hydraulic, pneumatic instrumentation and control piping and all related mechanical process equipment integral to the piping system.

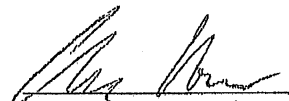
The area practice in Contra Costa County has been and continues to be to have the work outlined in 2(a) thru 2(c) performed by workers paid the prevailing wage for Plumbers and Pipefitters.

This Agreement clarifies existing prevailing-wage payment practices in Contra Costa County; it does not establish any new practice.

LABORERS' LOCAL UNION 324

PLUMBERS & STEAMFITTERS LOCAL 159


Randy LeMoine
Business Manager
3/12/09
Date


Aram Hodess
Business Manager
3/12/09
Date

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Department of Industrial Relations

APR 16 2009

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Chief's Office

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VALLEJO, CALIFORNIA 94590
Phone (707) 643-7214

RANDY L. LEMOINE
Business Manager
Secretary/Treasurer

LABORERS' INTERNATIONAL UNION of NORTH AMERICA, Local 324



November 2, 2009

SENT U.S. MAIL AND FACSIMILE

David Mar
Research Manager
State of California
Division of Labor Statistics and Research
P.O. Box 420603
San Francisco, CA 94142

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Department of Industrial Relations

NOV 3 2009

Div. of Labor Statistics & Research
Chief's Office

Dear Mr. Mar:

Per your message dated September 29, 2009 I am responding to your request for descriptions of what is being fabricated and what is being tested and the process and/or equipment used for testing. The following will best describe:

• Pipe description – type of pipe –	Terra Cotta Translite
	Concrete
	Cast Iron
	Steel
	PVC
	ABS
	HDP

Pipe testing for leaks, and pressure checking by plugging and pressure testing.

Also, wrapping, jeeeping and dopeing of all pipes.

Any questions, please do not hesitate to contact me.

Sincerely,

Randy LeMoine
Business Manager

RL:lm*

VIA FACSIMILE (415) 703-4771/FIRST CLASS MAIL

September 18, 2009.

Gregory Govan, Chief
Department of Industrial Relations
Division of Labor Statistics and Research
P.O. Box 420603
San Francisco, CA 94142-0603

RE: LABORER AND RELATED CLASSIFICATIONS GROUP 4

Dear Mr. Govan:

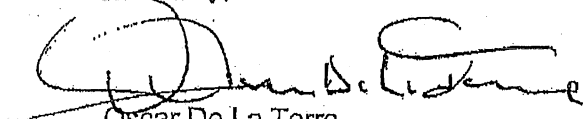
Please amend the Laborer and Related Classifications determination NC-23-102-1-2009-2 under Group 4 to read:

For final cleanup on Building Construction projects prior to occupancy only. The Group 4 classification/rate is not applicable on Heavy, Highway, and/or Engineering-related projects.

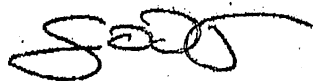
Please post this Information as soon as possible on the "Important Notices" section of the DIR web site (<http://www.dir.ca.gov/dlsr/NoticeIndex.htm>) and include this information directly on subsequent printings of the General Prevailing Wage Determination for Laborer and Related Classifications.

Thank you for your assistance.

Sincerely,



Oscar De La Torre
Business Manager
District Council of Laborers
4780 Chabot Drive
Pleasanton, CA 94588-3322
(925) 469-6800; Fax: (925) 469-6900



Sean O'Donoghue
Director, Industrial Relations North
Associated General Contractors of
California
1390 Willow Pass Road, Suite 1010
Concord, CA 94520
(925) 827-2422; Fax: (925) 827-4042
